Citibank® CLS™ Settlement Services Amended and Restated Agreement for CLS User Members

Customer (Legal Name): Lehman Brothers Inc.

Jurisdiction of Formation: Delaware

Date: October 28, 2004

Bank: Citibank, N.A. (London)

Lehman Brothers Inc. and Citibank, N.A. (London) entered into a CLS Settlement Services Agreement for CLS User Members dated December 19, 2003 (the "Original Agreement"). The parties to the Original Agreement desire to amend the Original Agreement in certain respects. The Original Agreement is hereby amended and restated in its entirety as of the date above as follows:

This Amended and Restated Service Agreement between the Customer and Citibank, is part of, and is to be read together with, the Citibank's General Account Conditions and any applicable Local Account Conditions as the same may be in effect from time to time (collectively, "GAC"), and along with the non-binding CLS Service Level Agreement ("SLA"), as amended from time to time, sets forth the agreement of the parties on the terms and conditions under which Citibank will provide Citibank® CLS™ Settlement Services to the Customer; the fees for such services are as set forth in the side letter dated August 13, 2003 between Lehman Brothers and Citibank (the "Side Letter"). Any terms used and not otherwise defined in this Agreement have the same meanings as in the GAC. However to the extent that the GAC conflicts with this User Member Agreement, this User Member Agreement shall prevail. The term "submission" as used in this agreement refers to Customer's submission of instructions to Citibank as well as instructions submitted directly to CLS Bank International ("CLS Bank") in Customer's capacity as a "User Member" as such term is defined in the CLS Bank Rules and Member Handbook, each as amended from time to time.

1. Customer Liable as Principal; No Extension of Credit. Citibank (as agent) will individually deal with Customer and each of its Permitted Affiliates (as defined below) as principal in respect of (i) the submission and processing of all instructions submitted by Customer as User Member for itself or on behalf of its Permitted Affiliates, and (ii) all instructions that are settled through Customer's or a Permitted Affiliate's CLS account at Citibank, and the liability of the Customer or its Permitted Affiliate (as the case may be) hereunder shall in all cases be that of principal, and not as agent or trustee, regardless of any understandings or agreements which

Customer or its Permitted Affiliate may otherwise have with any party other than Citibank, and regardless of whether Citibank has knowledge of any such understandings or agreements or the identity of such parties.

Customer may submit instructions to Citibank® CLS™ Settlement Services that pertain to transactions to which any Customer-affiliate identified on Exhibit A hereto is a counterparty (each such affiliate, a "Permitted Affiliate"). (Customer or the Permitted Affiliate on whose behalf an instruction is submitted with respect to a transaction to which it is a counterparty is referred to herein as the "Transaction Party".) Each Permitted Affiliate shall become a party to this Agreement by signing a counterpart signature page hereto. Any changes to such Exhibit must be agreed to in writing by both Citibank and Customer. Unless Citibank has authorized in writing that Customer may submit instructions to Citibank® CLS™ Settlement Services that pertain to transactions to which a fourth party customer is a counterparty, Customer agrees to submit only instructions that pertain to transactions to which Customer or a Permitted Affiliate is a counterparty. Customer hereby agrees that it will institute appropriate controls and procedures so that only transactions of Customer and its Permitted Affiliates are submitted to Citibank hereunder.

All obligations hereunder or under the Side Letter (whether for funding of net short balances, set-off, indemnification, fees or otherwise) of Customer and its Permitted Affiliates with respect to transactions to which they are respectively counterparties shall be several and not joint, and none of them shall have any liability hereunder or under the Side Letter for any transaction to which it is not a Transaction Party. Notwithstanding any other provision of this Agreement, in the event a transaction is submitted under Customer's name by an affiliate of Customer who is not a Permitted Affiliate, Customer shall be responsible for any and all obligations and/or claims (whether direct or indirect) resulting from such transaction.

Citibank hereby agrees to be Customer's "Designated Settlement Member" with respect to "Instructions" (i) submitted directly to CLS Bank by Customer in its capacity as "User Member", for itself or on behalf of a Permitted Affiliate, and (ii) authorized by Citibank, in accordance with CLS Bank Rules, in its role as "Designated Settlement Member" of Customer. Citibank shall have no responsibility whatsoever for any CLS transaction submitted by Customer in its capacity as a User Member if such Instruction has not been authorized by Citibank as "Designated Settlement Member" of Customer, and such authorization shall be made in Citibank's sole discretion. All capitalized terms used in this paragraph and not otherwise defined in this Agreement shall have the meanings ascribed to them in the CLS Bank Rules.

Citibank shall perform the services of a Designated Settlement Member for Customer as set forth in the CLS Bank Rules and Member Handbook and Citibank's Settlement Member Agreement with CLS Bank. Each of Customer and Citibank agrees (i) to abide by the CLS Bank Rules and Member Handbook applicable to it as a User Member or a Designated Settlement Member, as the case may be, (ii) to promptly copy Citibank on all notices Customer provides to CLS Bank under the CLS Bank Rules

(which notice shall be treated as Customer's Confidential Information) and (iii) that Citibank shall have all rights and obligations granted to Designated Settlement Members under the CLS Bank Rules and Member Handbook.

By authorizing a transaction in the CLS system (whether a transaction of Customer or of one of Customer's Permitted Affiliates), Citibank necessarily assumes a credit exposure to CLS Bank on the Transaction Party's behalf. Unless Citibank has expressly agreed in writing to a committed credit facility and received a commitment fee therefore, any extension of credit on behalf of the Customer or a Permitted Affiliate is within Citibank's sole discretion and may be changed or discontinued at any time without prior notice, notwithstanding any other provision of this agreement, provided, however, that Citibank may not without Customer's consent, cancel or rescind any instruction that Citibank has previously authorized. Notification of a "Transaction Party CLS Limit" shall not constitute a commitment unless expressly denominated as "Committed CLS Transaction Party Limit for the Period ______ to _____." No other notice provided by Citibank in writing or otherwise and no custom or course of dealing shall be interpreted by the Customer or any 3rd party as any type of commitment on behalf of Citibank or any of its affiliates to extend credit to Customer or a Permitted Affiliate.

2. Rescinds; Funding; Right of Set-Off; Right of Review.

Customer agrees to notify Citibank by the applicable cut-off time agreed to by the parties of any rescind instructions or amend instructions submitted by Customer to CLS Citibank.

Customer and each Permitted Affiliate agrees, severally and not jointly, that it will fund all net short balances in respect of transactions to which it is the Transaction Party by the cut-off times notified to Customer from time to time with respect to the relevant currency. At any time that a Transaction Party has an outstanding short balance in one or more currencies ("short balance owing"), the Transaction Party acknowledges that it shall have no right to the portion of its long balance it may have in any other currency(ies) up to the value of such short balance owing. In terms of calculating any amounts to be paid out by Citibank to the Transaction Party, only those amounts which are designated in a currency that is available to Citibank (London) shall be included in such calculation, it being understood that the reasons for non-availability must be due to causes which are beyond Citibank's reasonable control, including, but not limited to, the imposition of restrictions on the inflow or outflow of such currency. Upon Citibank's payment of funds to an account specified by the Transaction Party to whom such payment is owed, Citibank shall have no further obligation to the Transaction Party or the owner of such account (if different than the Transaction Party) with respect thereto even if such funds are not made available, for any reason, to such Transaction Party. The occurrence of any event restricting the availability of any currency shall not relieve the Transaction Party of any of its obligations hereunder.

Upon an occurrence of an Event of Default (as defined below) with respect to a Transaction Party, Citibank may (in respect of any account of such Transaction Party and

whether by combination or unification of accounts, set-off or otherwise) reduce without notice the amount of any payment obligation whether matured or unmatured owed by it or any of Citibank's branches, affiliates or subsidiaries to the Transaction Party (but excluding obligations with respect to any amounts held by the Citibank in a trustee capacity and any amounts held in customer accounts required by law to be segregated) by the amount of any payment obligation owed to it by the Transaction Party (including but not limited to Citibank's fees and other charges for the Citibank® CLSTM Settlement Services for which the Transaction Party is responsible), regardless of the place of payment or currency of either obligation.

If at any time and for any reason Citibank must reverse a transaction for any reason, including but not limited to the exercise of Citibank's set-off rights, or a Transaction Party's request to amend or cancel a CLS transaction and one or more currency conversions are required before Citibank can effect such action, all related costs (including any loss on the foreign exchange at such rates as are reasonably available to Citibank at the time such conversion is required) shall be the Transaction Party's responsibility.

Each Transaction Party acknowledges that Citibank is subject to various sanctions regimes, which include at this time United States, United Nations and European Union sanctions. Mandatory compliance by Citibank with such sanctions regimes may cause Citibank to reject or block transactions of a Transaction Party, and under no circumstances shall Citibank have any liability to Customer or any Transaction Party in connection with any action taken by Citibank in good faith pursuant to any such sanctions regime.

Each Transaction Party represents that its internal systems and processes are adequate to monitor and control its obligations owed to Citibank relating to the use of the Citibank® CLS™ Settlement Services; in particular, that its systems and processes meet and will continue to meet the requirements established by CLS Bank.

- Accuracy of Pay-In/Pay-Out Schedules. Citibank assumes no responsibility for the detection or correction of any errors in the information received from Customer or CLS Bank.
- 4. Indemnification; Limitation on Liability. Citibank shall have no liability, contingent or otherwise, to Customer or any Permitted Affiliate or to third parties for any direct, indirect or consequential damages caused by any reason; provided however, Citibank agrees to indemnify and hold the Customer and each Permitted Affiliate harmless from and against direct damages (including reasonable legal costs and attorney fees) arising from Citibank's negligence, gross negligence or willful misconduct in its performance of its obligations hereunder. In furtherance and not in limitation of the foregoing, in no event shall Citibank have any responsibility for damages of any kind resulting from circumstances beyond its control.

Customer and each Permitted Affiliate agrees, severally and not jointly, to indemnify and hold Citibank harmless from and against all liabilities, claims, losses and expenses (including reasonable legal costs and attorney fees) arising in any way from such party's breach of its obligations hereunder, except to the extent that such liabilities, claims, losses and expenses arose from Citibank's negligence, gross negligence or willful misconduct in its performance of its obligations hereunder.

Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, suit or proceeding in respect of which indemnity may be sought hereunder, such indemnified party shall notify the party or parties from whom indemnification may be sought (each an "indemnifying party") thereof. indemnifying party shall be entitled to participate in the defense of any such action, suit or proceeding and, to the extent that it may wish, to assume the defense thereof with counsel chosen by it. After the indemnifying party shall have notified such indemnified party of its election so to assume the defense, the indemnifying party shall not be liable for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense of such action, suit or proceeding, unless the parties thereto include both the indemnifying party and such indemnified party and the indemnified party has one or more legal defenses available to it which are not available to the indemnifying party, in which case such indemnified party may retain separate counsel at the expense of the indemnifying party as provided above. The indemnifying party shall not be liable for any settlement or compromise of, or any consent to entry of judgment in respect of, any such action, suit or proceeding effected without its written consent. The indemnifying party shall not settle, compromise or consent to the entry of judgment in any such action, suit or proceeding unless such settlement, compromise or consent includes an unconditional release of each Indemnified Party from all liability arising out of such action, suit or proceeding.

5. Performance Subject to Laws; CLS Bank. Customer and each Permitted Affiliate understands and agrees that Citibank's performance is subject to the relevant local laws, regulations, decrees, orders and government acts, and the rules, operating procedures and practices of CLS Bank and any other relevant clearance or settlement system.

If the CLS Bank system is not available at any time (including unavailability due to CLS Bank's imposing limitations on Citibank, Customer, a Permitted Affiliate or any counterparty of any of them), Citibank is expressly authorized to use another settlement mechanism to effect any transaction requested by Customer or a Permitted Affiliate; provided however, in no event shall Citibank have any obligation to do so.

Both parties acknowledge that CLS Bank may suspend or modify its obligations to Settlement Members under certain circumstances. The parties agree that to the extent CLS Bank does so, the obligations of the parties under this Agreement shall be similarly suspended or modified but in all cases only as is necessary to align the parties' obligations to each other under this Agreement with the modifications made by CLS Bank.

Customer represents that it and its Permitted Affiliates are familiar with CLS' settlement schedule and that Citibank shall have no responsibility of any kind for timing delays that are not within its control including but not limited to delays caused by changes to the schedules produced by CLS Bank nor by the CLS Bank system's queuing of transactions for settlement.

6. Termination. Citibank may terminate this Agreement as a whole or with respect to any Permitted Affiliate upon ninety (90) days prior written notice to Customer. (A termination with respect to a Permitted Affiliate shall not affect this Agreement with respect to Citibank and Customer and any other Permitted Affiliates) Notwithstanding the foregoing or any other provision of this Agreement, Citibank reserves the right terminate this Agreement immediately, without notice, (as a whole if the following events relate to Customer or with respect to an Permitted Affiliate if the following events relate to such Permitted Affiliate) in the event (i) an Event of Default of a Transaction Party (as defined below) occurs and is continuing; (ii) a bankruptcy, reorganization, receivership, insolvency or other similar proceeding for the arrangement of a Transaction Party's obligations is instituted by or against a Transaction Party, any parent or "material subsidiary" corporation of such Transaction Party (as defined below), or all or any part of such Transaction Party's assets, and, in the case of a proceeding instituted against any such person, the petition is not controverted within 20 days, or is not dismissed within 60 days, after commencement of the case; (iii) a Transaction Party is unable to pay its debts as they become due or admits in writing its inability to pay its debts generally; (iv) a Transaction Party or Citibank becomes subject to any statutory, administrative or court order or other official action which prevents Citibank from continuing to provide CLS services to such Transaction Party; (v) upon the occurrence of a material adverse change in the financial or other condition of a Transaction Party, as Citibank may determine in its sole discretion, (vi) CLS terminates Customer's status as a User Member, or (vii) if Customer fails to submit timely and accurate information to Citibank regarding any rescind instructions or amend instructions submitted by Customer to CLS Bank. For purposes of (ii) of this paragraph, the term "material subsidiary" shall mean any subsidiary with assets greater than or equal to 7.5% of the consolidated assets of the Transaction Party on the basis of its most recent quarterly financial statements..

An Event of Default with respect to a Transaction Party shall exist immediately upon the occurrence of any of the following events with respect to that Transaction Party: (i) Transaction Party fails to make any payment to Citibank to fund a short balance of such Transaction Party in any currency by the applicable cut-off time; (ii) Transaction Party has breached any obligation hereunder to make any payment other than a payment covered by (i) by the applicable due date and fails to remedy such default within ten (10) days after Customer's receipt of notice from Citibank advising Transaction Party of such failure to pay; or (iii) Transaction Party has breached any material obligation hereunder not covered by (i) or (ii) and fails to remedy such default within thirty (30) days after Customer's receipt of notice from Citibank detailing the nature of the claimed breach.

Customer may terminate this Agreement at any time. Any Permitted Affiliate may terminate this Agreement with respect to itself at any time, but such termination

shall not affect this Agreement with respect to Citibank and Customer and any other Permitted Affiliates.

In the event of any termination of this Agreement, all obligations incurred by any party prior to the effective time of any such termination shall continue to be governed by the terms of this Agreement and shall not be extinguished unless it is agreed so in writing by both parties.

7. Materials to be Kept Confidential. For purposes of this Section 7, "Customer Confidential Information" means any information furnished by or on behalf of the Customer or any Permitted Affiliate to Citibank or any of its branches, affiliates, employees or officers, as part of or in connection with, or by virtue of, this Agreement or Customer's use of the Citibank CLS Settlement Services by any means or in any form.

"Citibank Confidential Information" means any information furnished by or on behalf of Citibank or any branch or affiliate thereof (whether or not such information is owned by Citibank or such affiliate) to Customer or any of its branches, affiliates, employees or officers, in connection with, or by virtue of, this Agreement, Citibank's Settlement Member Agreement with CLS, as well as all other materials of Citibank relating to the Citibank® CLS™ Settlement Services provided to Customer by Citibank by any means or in any form.

"Other Party" shall mean the Customer and its Permitted Affiliates with respect to Citibank, and Citibank with respect to the Customer and its Permitted Affiliates.

"Customer Confidential Information" and "Citibank Confidential Information" shall not include information that: (i) was in the public domain at the time it was provided to the Other Party or was already publicly disclosed by a third party at the time the Other Party became aware of it; (ii) had entered the public domain through no fault of the Other Party after its provision or disclosure to the Other Party or after the Other Party became aware of it; (iii) was in the Other Party's possession free of any obligation of confidentiality known to the Other Party at the time of the disclosure by the Other Party: or (iv) was independently developed by the Other Party without use of Customer Confidential Information or Citibank Confidential Information, as applicable; and the term "Customer Confidential Information" shall also not include any data relating to Citibank's CLS Settlement Services' volumes or estimated volumes of instructions so long as any particular Citibank third party customer is not reasonably identifiable as the subject or source of such data beyond the knowledge that that Customer and its Permitted Affiliates are is among the contributors of information to Citibank.

Except as otherwise permitted below, (i) neither Citibank nor any agent, officer, employee, member of the board of directors of Citibank may disclose to any other person Customer Confidential Information and (ii) Citibank may only use Customer Confidential Information for reasons reasonably related to the settlement of instructions using the Citibank CLS Settlement Services.

Citibank shall be permitted to disclose any Customer Confidential Information to (i) CLS Bank International or CLS Services Ltd. to the extent required by the CLS Bank Rules or Member Handbook or any clearing system or other similar intermediary entity involved in the effectuation of the CLS settlement services to be provided hereunder; provided that such Customer Confidential Information shall be marked as confidential at the time of delivery; provided further however, such requirement to mark as confidential shall not apply to Customer Confidential Information that is required to be disclosed to CLS Bank International, CLS Services Ltd. or any clearing system or similar intermediary, in order for such entity to process transaction instructions, (ii) any agent, officer, employee, member of the board of directors or member of any committee of Citibank in connection with Citibank's CLS Settlement Services, or to any auditor, consultant or other representative of Citibank, each only to the extent necessary to perform that person's duties to Citibank; (iii) to any affiliate of Citibank or any third party, solely for the purpose of providing services to Citibank which are necessary to Citibank in connection with the Customer's use of the Citibank CLS Settlement Services; provided that such affiliate or third party is itself contractually bound to maintain the confidentiality of the Customer Confidential Information substantially in the same manner and substantially to the same extent that Citibank is hereunder bound; (iv) as may be required by legal process or by law binding upon the person disclosing such information; provided that, to the extent possible, prior notice of such disclosure shall be provided to Customer; or (v) with the written consent of the Customer. Citibank further agrees that in accordance with prudent best practices and applicable laws and regulations, the identity of the Customer and its Permitted Affiliates as the CLS Bank User Member submitting (or on whose behalf are submitted) all Instructions submitted hereunder and as a party to the transactions referred to therein and the contents of all Instructions and transactions will be treated by Citibank and its affiliates internally as confidential information and will be made available only to senior credit officers, Citibank's CLS Settlement Services group and legal and compliance staff to the extent they have the need to know in connection with the performance of their duties. In particular, without limiting the foregoing, sales and trading personnel shall not have access to such information.

Except as permitted below, (i) neither the Customer nor any Permitted Affiliate nor any agent, officer, employee, member of the board of directors of Customer or any Permitted Affiliate may disclose to any other person Citibank Confidential Information and (ii) Customer and its Permitted Affiliates may only use Citibank Confidential Information for reasons reasonably related to the settlement of instructions using Citibank CLS Settlement Services.

Customer and its Permitted Affiliates shall be permitted to disclose any Citibank Confidential Information (i) to CLS Bank International or CLS Services Ltd. to the extent required by the CLS Bank Rules or Member Handbook; provided that such Citibank Confidential Information shall be marked as confidential at the time of delivery; provided further however, such requirement to mark as confidential shall not apply to Citibank Confidential Information that is required to be disclosed to CLS Bank International or CLS Services Ltd. in order for CLS Bank International and CLS Services Ltd. to process transaction instructions, (ii) to any agent, officer, employee, member of the board of

directors or member of any committee of Customer or any Permitted Affiliate in connection with its use of Citibank's CLS Settlement Services or to any auditor, consultant or other representative of Customer, each only to the extent necessary to perform that person's duties to Customer; (ii) to Customer's branches and affiliates, solely for the purpose of providing services to Customer which are necessary to the Customer in connection with its use of the Citibank CLS Settlement Services; provided, however, that such third party is itself contractually bound to maintain the confidentiality of the Citibank Confidential Information substantially in the same manner and substantially to the same extent that the Customer is hereunder bound; (iii) as may be required by legal process or by law binding upon the person disclosing such information; provided that, to the extent possible, prior notice of such disclosure shall be provided to Citibank; (iv) as required or requested by any regulatory authority having jurisdiction over Customer or any Permitted Affiliate; provided that, to the extent possible, prior notice of such disclosure shall be provided to Citibank, and such Citibank Confidential Information shall be marked as confidential at the time of delivery to the regulatory authority; or (v) with the written consent of Citibank.

In case of breach of all or any of the obligations of Citibank of this Section 7, Citibank hereby agrees to be liable to Customer and its Permitted Affiliates for any expenses, losses, costs, claims or damages suffered or incurred by them, except that in no event shall Citibank be liable to Customer or any Permitted Affiliate for any special, indirect, incidental or consequential damages arising out of or in connection with this Section.

In case of breach of any obligation of Customer or any Permitted Affiliate contained in this Section 7, the breaching party or parties, severally and not jointly, agree to be liable to Citibank for any expenses, losses, costs, claims or damages suffered or incurred by Citibank, except that in no event shall Customer or any Permitted Affiliate be liable to Citibank for any special, indirect, incidental or consequential damages arising out of or in connection therewith.

Without affecting any other rights or remedies that any party may have, each party acknowledges and agrees that the Other Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any breach of the applicable provisions of this Section.

8. Governing Law. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS BETWEEN THE CUSTOMER AND ITS PERMITTED AFFILIATES AND CITIBANK WITH RESPECT TO THE CITIBANK® CLS™ SETTLEMENT SERVICES, WILL BE GOVERNED BY THE LAWS OF ENGLAND.

The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any other person who is not a party to this Agreement.

Customer and its Permitted Affiliates and Citibank agree that any judgment obtained in an action or proceeding may be enforced in the courts of London, England and/or New York, New York, USA, and each irrevocably submits to the jurisdiction of each such court in respect of any such action or proceeding. Each party's submission to the jurisdiction of such courts is not exclusive of any other court of competent jurisdiction.

Customer and its Permitted Affiliates and Citibank agree that, to the fullest extent permitted by law, if judgment is not obtainable in the currency in which the loss was incurred, or if the judgment amount is required to be converted to another currency on a date other than the date of payment of the judgment, then notwithstanding any such judgment or requirement and as a separate obligation, the party against which such judgment was entered shall indemnify the other parties against any exchange loss, and the other parties shall remit to the party against which such judgment was entered any exchange gain, between such other date and the date of payment. Any exchange loss or exchange gain shall be measured by using the prevailing currency exchange rates on the respective dates, net of premiums and costs of exchange payable in connection with the conversion.

LEHMAN	RECTHERS INC	

Signature:

Managing Director

Signature

Heidemarie Echtermann Managing Director

CITIBANK, N.A. (London)

Signature: ______
Printed
Name: _____

08-13555-mg Doc 109-1 Filed 09/18/08 Entered 09/18/08 18:51:17 Exhibit A - Part 1 Pg 12 of 13

Exhibit A

Permitted Affiliates

Lehman Brothers Commercial Corporation

The undersigned accepts and agrees to be bound by and become a party to the Citibank CLS Amended and Restated Settlement Services Agreement for CLS User Members dated September 8, 2004 (the "Agreement"), between Lehman Brothers Inc. and Citibank, N.A. (London) in the capacity of a Permitted Affiliate as defined therein.

By executing below, the undersigned hereby (A) authorizes Citibank (i) to act on all instructions received from Lehman Brothers Inc. as if such instructions were sent to Citibank directly from the undersigned and (ii) to exchange with Lehman Brothers Inc. information relating to the undersigned's CLS transactions and its use of the services provided pursuant hereto, (B) acknowledges that Citibank is not responsible for the actions of Lehman Brothers Inc., and (C) agrees to be bound by any amendments to the Agreement that are agreed to in writing by Lehman Brothers Inc.

LEHMAN BROTHERS COMMERCIAL CORPORATION

Signature

Ian Lowitt

Managing Director

Signature:

Heidemarie Echtermann

Managing Director